#### **RECORD OF PUBLIC BID OPENING**

REQUISITION # C-021950

PROJECT: SNAKE RIVER VIEW REST AREA – LANDSCAPE

Bid Closing Date: 7/27/06 @ 5:00 PM Bid Open Date: 728/06 @ 10:30 AM

#### STATUS - AWARDED TO SENSKE LAWN & TREE CARE

BIDDER	<u>UNIT</u>	<u>DESCRIPTION</u>	TOTAL AMOUNT BID
SENSKE Lawn & Tree Care – Meridian, ID	9 MO	SNAKE RIVER VIEW LANDSCAPE MTCE	\$1,829.89

BIDDER	UNIT	DESCRIPTION	TOTAL AMOUNT BID
CBM – Boise, ID	9 MO	SNAKE RIVER VIEW LANDSCAPE MTCE	\$2,210.00

#### ADDENDUM # 1

# SNAKE RIVER VIEW REST AREA LANDSCAPE MAINTENANCE

July 21, 2006	
REQUISITION NUMBER	: C-021950
Contractor/Business Nam	ne:
The following change h other information will re	as been made to the specifications for the above project. All emain the same.
Page 6 IV. Work Detail – G	ound Maintenance Requirements
leaves from the lawns, she removing and disposing Contractors discretion includes the entire core at	esponsible for removing and disposing of lawn clippings, needles and arbors. The Contractor shall also be responsible for g of fruit from bearing trees from the lawn and shrubs. At the trees are to be sprayed with an approved fruit inhibitor. This rea (See Exhibit I). Debris shall be removed immediately from the will not be allowed to be stored, buried or burned on the rest area I will not be allowed.
. •	E SIGNED, DATED AND RETURNED with your BID DOCUMENTS vledge receipt of this Addendum and its contents.
Signature:	Date:

#### **INVITATION TO BID**

#### SNAKE RIVER VIEW REST AREA LANDSCAPE MAINTENANCE REQUISITION # C-021950

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#### **ATTACHMENTS/FORMS/EXHIBITS**

FAX BACK
BID SCHEDULE
SIGNATURE PAGE
BID PROPOSAL
DOMICILE
SUBCONTRACTOR CERTIFICATION
CONTRACTORS AFFIDAVIT
BIDDER'S RESPONSIBILITY PAGE OR CHECKLIST

# IDAHO TRANSPORTATION DEPARTMENT REQUEST FOR BID

June 20, 2006

Idaho Transportation Department Supply Services Purchasing Section 3311 West State Street Boise, Idaho 83703

**REQUISITION #: C-021950** 

ALL <u>sealed bids must</u> be received by 5:00 pm on July 27, 2006. Sealed bids will be opened at 10:30 am on July 28, 2006 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for the Lawn Care and Landscape Maintenance at the Snake River View Rest Area per the specifications contained in the above requisition.

A <u>mandatory</u> walk through inspection of this facility will be held on July 20, 2006 at 11:00 A.M., MDT. All bidders are to report to the Snake River View Rest Area eastbound located in Payette County approximately 2 miles east of Ontario, Oregon – I-84 eastbound milepost 0.93. All bidders must be present at the walk through or your bid will be declared **non-responsive.** 

Contact Evey McAdams, Contract Specialist for Bid Requirements and Clarification at (208) 334-8084.

Fax ALL TECHNICAL questions regarding this bid to: (208) 332-4109.

#### FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

http://itd.idaho.gov/business/business.htm

#### RETURN BID IN A SEALED ENVELOPE <u>CLEARLY MARKED</u> AS SHOWN:

Requisition #: C-021950

Bid Close Date: July 27, 2006 @ 5:00 PM Bid Open Date: July 28 @ 10:30 AM

Item Bidding: Snake River RA - Lawn Care/Landscape

#### **Mailing Address**

Idaho Transportation Department Supply Services Purchasing Section P.O. Box 7129 Boise, Idaho 83707-1129

## SPECIAL PROVISIONS SCOPE OF WORK

#### **CONTRACTOR'S NOTES**

#### <u>TERM</u>

The term of this contract will be for (18) month period (September 1, 2006 –August 31, 2008) with the months of December, January and February excluded and with the option to renew up to (18) additional months, when agreed by both the Contractor and Idaho Transportation Department (ITD). The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein.

#### **PURPOSE**

Maintain a vigorous and healthy lawn and landscaped areas in a professional manner free of weeds, rodents, insects and plant disease. Lawn and/or grass areas shall be maintained at the prescribed height as specified in the contract.

#### I. DESCRIPTION OF WORK

A <u>mandatory pre-proposal conference</u> and site inspection will be held on **July 20**, **2006 at 11:00 A.M., MDT**, at the **Snake River View Rest Area**. All bidders are to report to the Snake River view Rest Area eastbound located in Payette County approximately 2 miles east of Ontario, Oregon – I-84 eastbound milepost 0.93.

The purpose of the conference is to answer questions related to this proposal and to provide a site inspection of the rest area complex.

In addition to the routine work outlined in this document, the contract requires capable and authorized Contractor's representatives to confer as needed in English with the **Rest Area Foreman in Boise**, or their representative, concerning situations and problems that may arise.

Prior to commencement of work, the Department will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. At this time, there will be an inspection of the rest area grounds including lawns and landscaped areas conducted jointly to document any substandard conditions that may exist. The Department is responsible for correction of any substandard items listed.

#### II. WORK LOCATIONS AND SCHEDULE

#### Snake River View Rest Area EB I-84 MP 0.93

<u>SP-1</u> The Contractor shall provide adequate personnel to maintain the grounds (lawn, landscape, vegetated and non vegetated areas) and other related facilities during the specified nine month period (**March - November**). The Contractor shall provide additional ground maintenance and lawn care during periods of high use and if necessary, through temporary closures, holidays and weekends.

#### III. GENERAL REQUIREMENTS

Under the terms of this agreement, the Contractor and their employees are prohibited from operating or advertising any commercial enterprise or activity on any premises, which are the subject of the proposed agreement.

The Contractor shall provide all labor, equipment, tools, materials and supplies, necessary repairs to effectively maintain the grounds at the rest area including the main entrances, exits, and caretaker's residence. All tools and equipment shall be kept in good working order and repaired promptly.

The Contractor shall provide adequate personnel to maintain the rest area grounds in a safe, professional, clean and attractive manner to the satisfaction of the Department. The Contractor and their employees shall not accept tips or other gratuities for any service performed in the rest area.

The contractor shall provide at no cost to their employees training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood borne pathogens or diseases. The contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure. Guests or immediate family of the Contractor's employees will not be allowed to accompany or assist an employee working within the rest area unless they are employees of the Contractor.

The Contractor is required to provide their work and home telephone number(s), which shall be made available to the District Three Rest Area Foreman and District Three, Maintenance Manager, in Boise.

The Contractor's manager or their representative shall assist the Department's appointed representative in a monthly inspection of the rest area grounds during the contract term.

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the rest area. In the event of illness or injury to visitors or others while in the rest area, the Contractor's personnel shall call for professional help as requested or deemed appropriate.

The Contractor shall immediately report to the Rest Area Foreman representative in **Boise** any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action.

All worked shall be performed during normal business hours 7:00 am until 5:00 pm, Monday thru Friday.

The Department shall have final authority on questions concerning areas of responsibility and duties.

#### IV. WORK DETAIL – GROUND MAINTENANCE REQUIREMENTS

The Contractor shall be responsible for mowing the lawns at least <u>once a week</u>, every Thursday, to maintain a height of not more than 50mm (2 inches), the pet areas to a height of not more than 100mm (4 inches), and the natural areas to a height not to exceed 300mm (12 inches).

The Contractor shall be responsible for removing suckers, dead branches, pruning, trimming trees, and shrubs according to good landscaping practices or as directed.

The Contractor shall be responsible for controlling and removing all noxious and nuisance weeds in the lawns, sidewalks, gravel, blanketed areas and landscaped areas (shrub beds). The Contractor shall pull all dead weeds and dispose of them from the core area once per week. Herbicides and fungicides shall not be applied within 50 feet of existing well heads. All pest control shall be done manually within 0-50 feet of existing well heads.

The Contractor shall be responsible for edging and trimming along all curbs and sidewalks in the lawn and pet areas by using a power edger and trimmer at each mowing.

The Contractor shall be responsible for removing and disposing of lawn clippings, needles and leaves from the lawns, shrubs and arbors. This includes the entire core area (See Exhibit I). Debris shall be removed immediately from the rest area facility. Debris will not be allowed to be stored, buried or burned on the rest area grounds. Onsite disposal will not be allowed.

The Contractor shall be responsible for treating lawns, trees, and shrubs for weeds, insects, rodents, fungi and disease control (See Exhibit II). Contractor shall provide all chemicals for treatment. No pesticides will be applied within 50 feet of existing well heads. All pest control shall be done manually within 0-50 feet of existing well heads.

The Contractor shall be responsible for fall clean up of all leaves. (See Exhibit II.)

The Contractor shall be responsible for fertilizing the lawn in accordance with (See Exhibit II). Contractor will furnish the Department-approved fertilizer to the Department Rest Area Foreman or representative. The Contractor shall give the Rest Area Foreman 24 hour notice prior to application. The Contractor shall remove all fertilizer from concrete areas.

The Contractor shall provide all pesticides and adjuvant(s) unless otherwise specified in the special provision. The Contractor shall observe and follow all herbicide label precautions, restrictions and recommendations for the chemicals being applied and shall observe and follow all applicable Federal, State and local laws for the storage, transport, handling, mixing, use and application of the herbicide being used. Current and up-to-date labels and MSDS sheets of all chemicals being applied on Department property shall be on hand at the application site at all times during the term of this contract. The Contractor shall supply a copy of same to the Department. Lawful recycle or disposal of all empty pesticide containers is the sole responsibility of the Contractor.

The Contractor shall meet all licensing, insurance, and record requirements of the Idaho Department of Agriculture for the professional use and application of all pesticides. The Contractor's employees operating any spray equipment shall have been licensed by the State of Idaho Department of Agriculture for a minimum of 1 year as professional applicator in the categories of Ornamental Insecticide, Ornamental Herbicide or Rodent Control depending on the application. In accordance with Chapter 34, Title 22, Idaho Code and possess a current license. A copy of applicable licenses shall be provided with your bid documents.

The Contractor shall be responsible for maintaining and providing, as required, all records associated with the use and application of pesticides. The Contractor shall provide all pesticide use and application records to the Department upon completion or within 24 hours after each application. All forms and records shall be approved by the Department.

The Contractor shall be responsible for providing and meeting all posting, caution/warning and restricted entry interval requirements in areas being treated with pesticides.

The Contractor shall notify rest area custodians/caretakers of all activities involving pesticide use prior to application.

The Contractor shall apply pesticides, at the Department's option, as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, or other appurtenances, public or private, which are a part of the rest area complex.

The Contractor shall not store any equipment or product on site.

The Contractor shall be responsible for all repairs to the sprinkler system damaged by contractor machinery or activities.

The Contractor shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the state and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, or their employees.

When necessary, the Contractor shall provide, erect and maintain all traffic control signs and devices in accordance with and as required by the Manual on Uniform Traffic Control Devices (MUTCD) Part VI.

The cost of furnishing and installing traffic control devices shall be incidental and included in the cost for other contract items.

The Contractor shall require his employees to wear highly visible clothing or safety vests while working on the Department right of way (6D-2 Part VI MUTCD).

#### V. SAFETY REQUIREMENTS

The Department will furnish signs and barricades for emergency closure of the rest area. The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions or exposure to pesticides. Special precautions must be used when power equipment is operated in the vicinity of pedestrians.

Approved spill containment kits and shovels shall be immediately available and on site for use in the event of a chemical spill.

The Contractor shall comply with all applicable laws and regulations governing safety, health and the environment.

#### VI. CONTRACTOR'S EMPLOYEES

The Contractor shall provide uniforms to be worn by their employees while on duty at the rest area. Employees shall be neat and clean at all times. Uniforms shall be subject to approval by the Department.

Each employee shall wear an easily read identification badge, which contains the Contractor and employee's names. This identification can be stamped or printed on the uniform.

Employees are prohibited from having firearms in their possession while on duty.

Employees shall treat the public in a friendly, courteous manner.

The Department reserves the right to require the Contractor to remove from the job, employees covered by this contract, who endanger persons or property or whose continued employment does not serve the best interest of the Department.

#### VII. RECORDS

The Contractor shall keep a herbicide spray log which will be available to the Department at all times. The herbicide log shall contain time and detailed information of work accomplished. A sample of the Herbicide Log Sheet is attached. (See Exhibit IV). The herbicide log shall be kept up to date and be available upon inspection by Department personnel.

#### VIII. GROUNDS, PARKING LOT, AND ROADWAY

The Contractor will be responsible for all repairs and replacement to pavement, walks, curbs, high-level parking lights and damaged vegetation. If the Department determines that any damage is the result of a negligent act by the Contractor, repairs or replacement shall be the responsibility of the Contractor.

#### IX. SIGNS AND SYMBOLS

The Contractor shall supply or post all signs relevant to pesticide applications in pedestrian areas.

#### X. FIRST AID SUPPLIES

The Contractor will provide a #25 Industrial first aid kit or larger. The Contractor shall keep first aid supplies stocked at all times.

#### XI. FIRE EXTINGUISHERS

The Contractor will furnish fire extinguishers for emergency use by Contractor personnel.

#### XII. COMPLAINTS

All letters of complaint directed to the Contractor from the public shall be forwarded to the Department for reply. If appropriate, the Department will provide a copy of the complaint and reply to the Contractor.

#### XIII. ACTS OF NATURE

The Department will be responsible for all damage and other problems caused by acts of nature. If the damage or circumstances is so severe that <u>extended</u> closure of the rest area is necessary, the Contractor's duties and compensation may be suspended for the closure period. Compensation will be based on a pro-rated share. (See Section XVII Changes)

#### XIV. INSPECTION

The Department will perform monthly and random or periodic inspections as deemed appropriate by the Department to ascertain the Contractor's compliance with contract requirements. The Contractor shall accompany the Department's representative when monthly inspections are made. (Refer to Exhibit III).

#### XV. PAYMENT: REQUIREMENTS

The making and acceptance of payment for work or material replacement performed by the Contractor shall constitute a waiver of all claims by the Contractor, other than those arising from faulty work, and of all or any claims by the Contractor previously made and unsettled. Upon satisfactory completion of services specified herein, the Contractor shall be paid monthly as soon as possible after receipt of invoice. Payments otherwise due maybe withheld on account of substandard or defective work not remedied.

If the Department has to perform or hire a firm or individual(s) to perform emergency, safety or health-related jobs or duties which are the responsibility of the Contractor under the terms of this contract, the Department may withhold those costs associated with the cleanup or work from the Contractor's monthly payment. Such costs will be duly itemized as to labor, materials, equipment and travel-related costs.

If the Department determines that the Contractor has not performed their daily jobs or duties as specified in this contract, the Department may withhold, as a penalty, the daily pro-rated share from that month's payment.

#### Payments shall be made as provided:

For this contract, a Payment Plan will be used to reimburse the Contractor based on the following schedule – rating system.

Rating	Pay Fac	tor
0.00 - 0.59	0.00	
0.60 - 0.99	0.250	
1.00 – 1.49	0.500	
1.50 – 1.99	0.750	
2.00 - 2.49	0.900	
2.50 - 3.00	1.00	

Example: A 2.35 rating = > (0.90 pay factor) \* (monthly bid price) resulting in a 10% penalty.

The rating will be based on monthly inspection(s) performed by the Department using the Rest Area Maintenance Inspection Forms (Exhibit III).

#### II. PROPOSAL GUIDELINES

#### 1. Pre-proposal Conference

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

#### 2. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

#### 3. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

#### 4. <u>Irregular Proposals</u>

Proposals will be considered non-responsive and shall be rejected for the following reasons:

- 1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
- 2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

- 3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
- 5. If the Bid Documents are not sealed, when received by the Department.
- 6. If the Signature Page is not signed in Ink.
- 7. If Addendums are not signed and returned with the Bid Documents.
- 8. If the required Public Works License Number(s) is not inserted on the Signature Page.
- 9. If the contractors professional (Herbicide) applicators license is not included with bid documents.

#### 5. <u>Proposal Guaranty / Surety Bond Requirements</u>

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

- 1. The obligations shall be acceptable to the State Treasurer.
- 2. The obligations shall be payable to, or fully negotiable by, the Department.
- 3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
- 4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

#### 6. <u>Disqualification of Bidders</u>

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

- 1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
- 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

#### 7. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <a href="http://itd.idaho.gov/business/b

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

#### 8. <u>Execution / Award of the Contract</u>

The award of contract, if it is awarded, will be made within <u>15 calendar days</u> after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond <u>15 calendar days</u> by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

#### 9. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be readvertised or otherwise, as the Department may decide.

#### 10. Return of Proposal Guaranty

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

#### III. TERMS AND CONDITIONS

#### 1. Contract Term

The term of this contract will be for (2) nine **months with the option to renew up to (2) nine** additional months, when agreed on by both parties. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portions thereof, or his right, title or interest therein, without written consent of the District Engineer.

#### 2. Payment Requirements

<u>Payments will be made as provided:</u> Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

#### 3. Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

#### 4. <u>Claims for Adjustment and Disputes</u>

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

#### 5. Compliance

If the Department registers a formal and written compliant with the Contractor in respect to undesirable or unsanitary conditions, the Contractor will have 72 hours in which to respond in person to the complaint, to the project Coordinator to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the project coordinator may require periodic and joint inspections of the area with the Contractor to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

#### 6. Termination For Default

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

#### 7. Termination For Convenience

- A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

#### 8. Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

#### 9. <u>Insurance Requirements</u>

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

1) <u>Worker's Compensation.</u> The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

- 2) <u>Employer's Liability.</u> This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) <u>Liability Insurance.</u> For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.
- 4) The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

#### Required Insurance:

1) <u>Commercial General Liability Insurance.</u> The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

#### 2) Automobile Liability Insurance

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

#### **Additional Requirements:**

#### 1) State of Idaho as Additional Insured:

The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

#### 2) Notice of Cancellation or Change:

The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

#### 10. Title VI Assurances

#### 1) Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

#### 2) <u>Employment Lists, Labor Selection, Non-Discrimination</u>

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

#### 3) Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49; Code of Federal Regulations - Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

#### 4) Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

5) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

#### 6) Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

#### 7) Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made:
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

#### 8) Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 11. Labor Provisions

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

#### **INTENTION TO RESPOND**

#### No Fax Cover Sheet Is Required

## FAX BACK: 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129

Boise, Idaho 83707-1129

BID CLOSES ON: @ 5:00	0 P.M.	BID OPENS ON: @ 10:00 A.M.	
	Please checl	k all that apply	
Company intends to	prepare and subm	it a proposal to the requisition listed abo	ve.
Company does not p	plan to respond.		
Company intends to location: Snake River		ory Walk Through on: July 20, 2006 at 11 astbound MP 0.93	:00 AM
Other Message/Con	nments:		
Company Name			
Individual/Owner's Name			
Mailing Address			
City	State	Zip	
Contact Person(Please Print)			
Phone #	Fax #		

#### BID SCHEDULE

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: C-029150	)	
Contractor / Business Name: _		

ITEM	MONTHS	ITEM	PRICE PER	TOTAL AMOUNT
NO.		DESCRIPTION	MONTH	BID
SP-1	9 MO	Snake River View Landscape Maintenance	\$	\$

#### **AWARD TO BE "ALL OR NONE"**

This page MUST be returned with your BID Documents

#### IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH YOUR BID DOCUMENTS!!!

June 20, 2006

Idaho Transportation Department Supply Services Purchasing Section 3311 West State Street Boise, Idaho 83703

DIRLIC WORKS CONTRACTORS LICENSE #

**REQUISITION #: C-021950** 

The Idaho Transportation Department is seeking qualified bidders to furnish all materials, equipment and labor for Landscape Maintenance, as per the specifications.

	ONTRACTORS LIGHT		
FEDERAL IDENTIFI			
Company Name:			
Mailing Address:			
City:	State:	Zip:	
Phone:	Fax:		
Contractors Signature	J		-
Printed Signature			-

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS!

#### BID PROPOSAL

TO: IDAHO TRANSPORTATION BOARD Idaho Transportation Department Division of Highways

In compliance with your invitation for bids to be received: **July 27**, **2006** @ **5:00 P.M.**, **and Opened on July 28**, **2006** @ **10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for the Lawn Care and Landscape Maintenance at the Snake River View Rest Area as directed at the designated areas, as per the specifications contained in Requisition Number C-021950.

On the acceptance of this bid for said work the undersigned will furnish the Contract Performance and Payment Bonds in the amount of no less than 85% of the contract amount, with approved and sufficient surety within 10 days after the contract is presented for signature. I.C. 54-1926.

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder further agrees that if awarded the contract, work will commence September 1, 2006 through November 30, 2006 and March 1, 2007 through August 31, 2007. Option to renew shall be upon mutual agreement between Contractor and State.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

#### BIDDER'S SIGNATURES REQUIRED

# TO BE EXECUTED BY **CORPORATE** CONTRACTORS Name, Address and Phone Number of Corporation: Phone Number Idaho Public Works Contractors License Number Incorporated under the laws of the State of \_\_\_\_\_ Name & Address of President \_\_\_\_\_ Name & Address of Secretary Name & Address of Treasurer \_\_\_\_\_ SIGNATURE President, Vice President, etc... State of \_\_\_\_\_\_, County of \_\_\_\_\_\_ss On this \_\_\_\_\_, in the year \_\_\_\_, before \_\_\_\_\_, personally appeared \_\_\_\_\_, (Notary Public) known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. Notary Public for

P-3-A Page 2 of 2 Residing at \_\_\_\_\_

My Commission Expires on:

#### BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY PARTNERSHIP		
Date, 2	2006	
Name, Address and Phone Number of Bidder:		
Phone Number		
Idaho Public Works Contractors License Number_		
SIGNATURE:		
(Name & Title, as "Partner")	Address	
(Name & Title, as "Partner")	Address	
(Name & Title, as "Partner")	Address	
THIS MUST BE SIGNED BY AT LEAST ONE GE	ENERAL PARTNER	
State of, County of		s
On this day of	, in the year,	
before me	, personally appeared	
(Notary Public)	, known or identified to me to be one	
of the partners in the partnership of(Partnership Name Sig	gned to Instrument)	
and the partner or one of the partners who subscr	ribed said partnership name to the foregoing	
instrument, and acknowledged to me that they exc	ecuted the same in said partnership name.	
	Notary Public For	
	Residing at	·
	My Commission Expires on:	
P_3_B		

P-3-B Page 2 of 2

#### BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY $\underline{\textbf{SOLE PROPRIETOR}}$		
Date	., 2006	
Name, Address and Phone Number of Bidder:		
Phone Number		
Idaho Public Works Contractors License Numb	per	
SIGNATURE:		
(Name & Title, as "Owner")	Address	
(Name & Title, as "Owner")	Address	
State of County of		s
On this day of	, in the year,	
before me	, personally appeared	
	, known or identified to me to be the	
person whose name is subscribed to the within	n instrument, and acknowledged to me that	
(he/she/they)	xecuted the same.	
	Notary Public For	
	Residing at	
	My Commission Expires on:	
D 2 C		

P-3-C Page 2 of 2

#### **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) <u>Partnership</u>: Domiciled where permanent headquarters of business located.

STATE OF DOMICILE: \_\_\_\_\_

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

#### **SUBCONTRACT REQUIREMENTS**

#### PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY

- 1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
- 2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
- Subcontractors named in accordance with the provisions of Paragraph 1 must possess an
  appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works
  Contractors State License Board covering the contract work classification in which the
  subcontractors is named.
- 4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

	, Residing at
	, Whose Idaho Public Works
Contractor's License # is	
Subcontractor for the <b>Electrical</b> work shall be:	
	, Residing at
	, Whose Idaho Public Works
Contractor's License # is	
Subcontractor for the <b>HVAC</b> work shall be:	
	, Residing at
	, Whose Idaho Public Works
Contractor's License # is	

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

#### **CONTRACTOR'S AFFIDAVIT**

#### CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

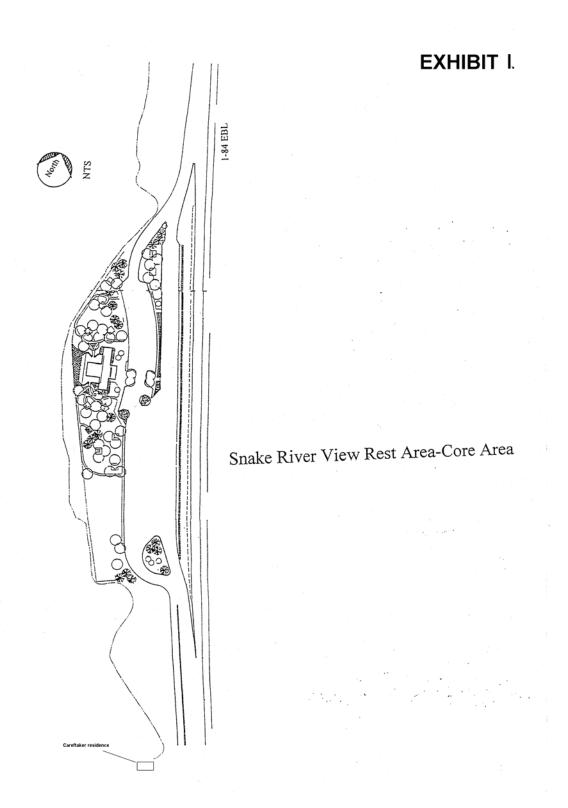
STATE OF	
COUNTY OF	
The undersigned being duly sworn upon o	ath, deposes and says that
complie	es with the provisions of Section 72-1717 Idaho
Code (Drug Free Workplace program); that	at provides a (Contractor Name)
drug-free workplace program that complies	with the provisions of Idaho Code, title 72,
chapter 17 and will maintain such program	throughout the life of a state construction contract
and that(Contractor Name)	shall subcontract work only to subcontractors meeting
the requirements of Idaho Code, section 72	-1717(1)(a).
Name of Contractor	
Address	
City and State	
By:(Signature)	
Subscribed and sworn to before me thi	is day of,
·	
Commission expires:	
	NOTARY PUBLIC, residing at
	<del></del>

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

#### BIDDERS RESPONSIBILITY PAGE

<u>PLEASE NOTE:</u> The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717, the following document is required on <u>ALL</u> State Construction or Improvement of Public Property or Publicly Owned Buildings.
  - Affidavit of Alcohol and Drug Free Workplace Program
- 2.) "Signature Page"
  - Public Works License Number must be inserted
  - Page must be signed with an <u>original signature</u>
- 3.) Bid Response
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, <u>MUST</u> be <u>completed</u>, <u>signed and notarized</u>
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 as required per specifications
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) <u>All Addenda Must</u> be <u>Signed</u> and returned with your Bid Documents. It is the Bidder's <u>responsibility</u> to verify if an addendum was issued.
- 9.) <u>ALL BIDS must be submitted in a sealed enveloped</u> with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. <u>ALL</u> REQUIRED paperwork must be resubmitted.
- 11.) PUBLIC WORKS LICENSE REQUIRED: Public Works Contractors License Board Phone # (208) 332-8968. http://www2.idaho.gov/dbs
- 12.) WORKERS' COMPENSATION INSURANCE: Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- 13.) **GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.
- 14.) APPLICATOR LICENSE: Proof of said license must be provided with bid documents.



1

#### FERTILIZER AND PEST MANAGEMENT SCHEDULE

#### LAWN AREA:

April: Apply broadleaf weed control using Trimec (or approved three-way mix) at maximum label

rates. Apply a granular fertilizer; 50% Sulfur coated Urea (30-0-15) at one and a half

pounds nitrogen per thousand square feet.

An application of 1 lb active ingredient per acre of Barricade 65WDG (or approved equal)

shall be applied prior to April 15 for crab grass control.

June: Apply broadleaf weed control using Trimec (or approved three-way mix) at maximum

label rates. Apply a preventive Bill Bug control using Merit or

Merit 2 at maximum label rates. Apply a granular fertilizer - three month polymer coated release (30-3-10), at one and a half pond of nitrogen per thousand square feet. This

application shall be completed by June 15th

**July:** Spot treatment for weed and insect problems.

August: Apply a granular fertilizer - three-month release polymer coated (30-3-15), at one pound

nitrogen per thousand square feet. Spot treatment for weed and insect problems

October: Apply a granular fertilizer (21-0-0-21), at one-pound nitrogen per thousand square feet

and aerate the lawn.

#### TREE AND SHRUB

April: Apply a dormant oil + Tempo II (or approved equal) at approved label rates.

May: Soil inject or soil/drench all susceptible shrubs and trees with maximum labeled rate of

Merit or Merit II or approved equal.

June/July: Apply an insect application including Hexagon DF and Scimitar CS at approved labeled

rates to all evergreens and Mite susceptible shrubs. Spot treat aphids with Tempo II

October/

November: Apply a deep root tree and shrub application – One pound nitrogen, ¼ lb phosphorous, ¼

Ib potassium per 1000 square feet area. After leafs have dropped.

**November:** Fall clean up of leaves.

#### **RODENT CONTROL**

#### As needed.

Authorized Department personnel prior to application shall approve rodenticide, rates and bait stations.

#### **Roadside Rest Area and Ports of Entry**



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30	7		P	Q.

Date Inspected	Time Inspected
Facility Name/District	Contractor Name/Representative
Department Representative	Inspected By

Rating

0 - Unacceptable

1 - Poor

2 - Needs Improvement
3 - Standard

4 - Above Standard NA - Not Applicable

	Item	Facilities	Rating	Comments
	1	Driveways and Parking Lots		
	2	Sidewalks and Pathways		
	3	Garbage Containers		
	4	Trees, Shrubs Maintained, fertilized, clean Lawns		
	5	No insects, disease, weeds		
	6	Natural Areas		
gs	7	Wildflower Beds		
Grounds	8	Grassy Areas (Pet Areas		
ច	9	Irrigation System		
	10	Gravel or Other Blanketed Areas		
	11	Picnic Tables and Arbors		
	12	Light Fixtures		
	13	Information Signs/Kiosks		
	14	Drinking Fountains		
	15	Cigarette Butt Receptacles		
		Section Average:	-	
	16	Walls (Inside and Outside)		
	17	Windows and Doors (Inside/Outside)		
	18	Eves, Soffets and Rain Gutters		
	19	Light Fixtures		
	20	Floors		
	21	Ceilings		
	22	Partitions		
g	23	Urinals		
Building	24	Toilets, Stools and Seats		
<u>a</u>	25	Sinks and Mirrors		
	26	Soap Dispenser and Hand Dryers		
	27	Toilet Paper/Seat Cover Dispensers		
	28	High Pressure Wash/Steam Clean		
	29	Heating - Air Exchange		
	30	Utility/Storage Room		
	31	Sky Lights		
	32	Public Telephones		
		Section Average	2:	
<del>a</del>	33	Custodian's Residence (Exterior)		
Custodial	34	Custodian's Appearance - Uniform		
3	35	Record Keeping/Daily Log		

37 Additional Comments:

36

Vending Machines are Present

Signs and Phone Numbers are on Vending Machines

Section Average: **Overall Rating** 

ITD 2011 (Rev. 3-06) itd.idaho.gov

# Daily Herbicide Application Log Idaho Transportation Department

Division/District:A	Address:				Phone Number:	ıber:	
Contractor Name, If Contracted	Address				Phone Number		Contract Number
Application Date   Start Time	me	Stop Time	GP	GPS Job Number			
		1	<u>(</u>				
Applicator 1 Name		License Number	ir	Employer			
Applicator 2 Name		License Number	ï	Employer			
Equipment Number   Weather   Clear	Cloudy Partly Cloudy	rtly Cloudy	Temperature	Wind Speed	Wind Direction		Humidity
Travel Direction Treatment Location	cation						
Hwy/Interstate Number   Special Provision Number (SP)   Beginning Milepost	ovision Number (SP)   E		Ending Milepost	Spray Width – ft	Spray Distance – mi	Total Acreage	Acres/ Mile
Spot Activity (Brief descrip	Activity (Brief description of project or area treated)		Water Used – gal	Drift Control		Surfactant	
Solid				oz /	100 gal	qt /_	100 gal
Target Pests							
Herbicides Used							

	Trade Name	Active Ingredient	Rate Per Acre	Per Acre   Amount Used	EPA Number	Restricted	cted
		9.000				Yes	N <sub>O</sub>
Chemical 1							
Chemical 2							
Chamical 3							
Chemical 4							
Chemical 5							
Comments							
Completed By		Recommended By	ided By				
							l

### POSSIBLE INTEREST -BIDDERS LIST-AS OF 6/06

PEST PRO & TURF PRO PO BOX 9344 BOISE ID 83707 208 375 7444 208 375 1430	NATURES CHOICE 9070 BROOKSIDE BOISE ID 83703 208 939 8506 208 939 9658	EDWARD LAWN CARE 2 MUSTANG COURT BOISE ID 83716 208 343 2366 208 333 9428
SUNSHINE LANDSCAPE PO BOX 724	PAYETTE LAWN CARE 10139 VISTAIR PLAIN	SENSKE LAWN & TREE
MERIDIAN ID 83680 208 884 8036	PAYETTE ID 83661 208 642 8142	763 N RALSTIN PL MERIDIAN ID 83642 208 887 7900
ROCKY MOUNTAIN SERVICES 4500 YELLOWSTONE POCATELLO ID 83202 208 237 9150 208 237 6025		
ł		